## **BILL OF LADING**

TO BE USED WITH CHARTER-PARTIES
CODE NAME: "CONGENBILL"
EDITION 1994
ADOPTED BY
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)

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# **Conditions of Carriage**

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated.

### (2) General Paramount Clause.

(a) The Hague Rules contained in the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment, shall apply to this Bill of Lading. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments to which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

# (b) Trades where Hague-Visby Rules apply.

In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 - the Hague-Visby Rules - apply compulsorily, the provisions of the respective legislation shall apply to this Bill of Lading.

(c) The Carrier shall in no case be responsible for loss of or damage to the cargo, howsoever arising prior to loading into and after discharge from the Vessel or while the cargo is in the charge of another Carrier, nor in respect of deck cargo or live animals.

#### (3) General Average.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew. The Charterers, Shippers and Consignees expressly renounce the Belgian Commercial Code, Part II, Art. 148.

#### (4) New Jason Clause.

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.

### (5) Both-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight, destination, etc., see overleaf.

CODE NAME: "CONGENBILL". EDITION 1994 Shipper BILL OF LADING B/L No. **NSSP11220058** SIVA SAI EXPORTS TO BE USED WITH CHARTER-PARTIES PL NO. FD-17, ADD. INDUSTRIAL AREA, REFERENCE No. VINCHUR MIDC, TALUKA NIPHAD, NASHIK MAHARASHTRA 422305 INDIA Page 2/2 Reference No. MDLRUS00063 Consignee **GLORY FRUIT LLC** 192241, St Petersburg, vn.ter.g. municipalniy okrug Aleksandrovskiy, ul.Sofiyskaya, 60, liter AYA,pom.12 -N, office 508-2, Russia Notify adress STARGET LTD Also Notify 198095, ST. PETERSBURG MARSHALA GOVOROVA STR. 49, LIT. A 3RD FLOOR, RUSSIA, BUSINESS CENTER "BALTIYSKIY PORT"ATTN:RAZBITNAYA OLGATEL: +7 812 677 98 40 Vessel Port of loading ATLANTIC NAVIGATOR II Nhava Sheva, INDIA Port of discharge ST PETERSBURG Shipper's description of goods Gross weight CBM TRLU 168923-1 1 X 40 REEF9'6 SO GRS:22381.26 40.00 SEAL #:DMS000240 TARE:4100.00 Boiled Corn Cob in Vacuum Pouches MARKS: ON 20 WOODEN PALLETSEACH BOX OF 1 TO 3381 BOXES 12 POUCHES  $\times$  0.45 kg GMO FREE CROP 2022, CLASS 1 Total Boxes : 3381 Net Weight (Product Only): 22356 kgs Gross Weight : 22381.260 KGS Invoice No. RBGRSV-003/22-23 Date: 15/09/2022 SB No. 4498256 DT . 28/09/2022 TEMPERATURE TO BE SET AT 0 GOODS PACKING: MASTER CARTONS 1 26481.26 40.00 REMARKS: All terms, conditions, liberties, exceptions and the Arbitration Clause of the charter party dated 07.07.2022 governing this voyage, and any addenda thereto, are herewith incorporated. CONTAINERS CARRIED ON DECK WITH SHIPPER'S PERMISSION AND KNOWLEDGE, CARRIER IS WITHOUT LIABILITY FOR LOSS AND DAMAGE HOWSOEVER CAUSED. CONTAINERS ARE IN USED CONDITION, PARTLY RUSTED, DENTED/DEFORMATED. SHIPPER'S LOAD, STOW, COUNT, WEIGHT AND SEAL, FCL/FCL NONE ( of which on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising) **SHIPPED** Freight payable as per CHARTER-PARTY dated 07.Jul.2022 at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safety get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed Received on account of freight: the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void FOR CONDITIONS OF CARRIAGE SEE OVERLEAF Time used for loading.... .hours. Place and date of issue Freight payable at

Nhava Sheva

Signature DIAMOND MARITIME AGENCY PRIVATE LIMITED AS AGENT ON BEHALF OF

MASTER OF MV ATLANTIC NAVIGATOR II

CAPT. MAZILOV OLEKSANDR

Number of original Bs/L